

General Commercial Terms and Conditions of Globetrotter Travel Service AG (Sports Department)

1. Conclusion of contract

1.1 Application: upon a booking placed in writing (booking form on the website, by e-mail or post), by telephone or in person, a contract comes into effect between the client and Globetrotter Travel Service AG, Sports Department (hereinafter referred to as «Globetrotter»). The present General Commercial Terms and Conditions – which can be downloaded from the website – are applicable to this contract. With your booking, you confirm that you have read and accepted these General Commercial Terms and Conditions. Special requests and additional agreements will only be accepted as part of the contract if they have been confirmed by Globetrotter in writing.

1.2 Contracting party: these General Commercial Terms and Conditions do not apply to the following services:

1.2.1 Flight-only bookings: for all flight-only bookings facilitated by Globetrotter the general contractual terms and conditions of travel of the respective airlines apply. Please note that the contract between you and the airline only comes into effect upon issuance of tickets. You are liable for potential changes on the part of the airline until the issuance of tickets.

1.2.2 Journeys with other service providers: for journeys which are not organised and conducted by Globetrotter, the general contractual terms and conditions of travel of the respective service provider apply, which we will send you before the conclusion of the contract.

2. Terms of payment and prices

2.1 Terms of payment: deposit upon receipt of the invoice as specified on the invoice (1st payment slip). The final payment, unless otherwise stated on the invoice, is due 45 days before departure at the latest (2nd payment slip). Special terms apply to companies which have signed a written agreement with Globetrotter. In case of non-compliance with the payment conditions as indicated on the invoice/confirmation or the written agreement between the customer and Globetrotter, a default interest of 4.5 % will be charged. For major events like the Olympic Games, world championships, and the like, the following special terms of payment apply: Tickets: due in total immediately after receipt of invoice. Ordered and confirmed tickets can be neither replaced nor reimbursed, irrespective of how many of the ordered tickets could be confirmed. Arrangements: the total price is due within 30 days after receipt of the invoice or 45 days before departure at the latest.

2.2 Prices: the prices as well as booking-related services for package holidays by Globetrotter (e.g. Olympic Games, NYC Marathon, etc.) are listed on our website; prices stated are per person, in Swiss francs and include the applicable VAT. Services which are not offered by Globetrotter may be subject to special booking fees. In order to guarantee the air ticket price, we recommend an immediate payment right after booking. This allows us to issue the ticket early and avoids potential subsequent price increases. For the following cases, we reserve the right to increase prices: tariff changes by the transport companies (e.g. fuel surcharges); newly imposed or increased government charges or fees (e.g. VAT, airport taxes, security charges, etc.), currency exchange rate fluctuations, explainable misprints.

3. Rebooking before departure

3.1 Airline, third-party service provider or operator respectively: a rebooking must be placed in writing. For changes of dates before the issuance of travel documents, a rebooking fee of at least CHF 80 per person and service (exact fee on request) is charged depending on the airline, third-party service provider or operator respectively. After issuance of travel documents, rebookings before departure are considered as cancellation, as such documents will need to be reissued. In such cases, the actual cancellation fees, as indicated on the invoice/confirmation, will be charged. Charter flights cannot be rebooked at all, or only at very high fees (exact costs on request).

3.2 Package holidays by Globetrotter: for certain package holidays by Globetrotter (e.g. for major events such as the Olympic Games, world championships, NYC Marathon and the like), the following special rebooking conditions apply: Rebookings cannot be made or only partially. Our rebooking fee amounts to at least CHF 80 per person and service. However, airlines, transport companies and other third-party service providers or operators may also claim rebooking fees (exact fees on request). If a VIP guide or travelling companion is unable

to participate due to health or other significant reasons the trip will take place as scheduled and there is no entitlement to compensation.

3.3. Rebooking after departure: tickets for scheduled flights may either be rebooked free of charge, for a fee or not at all (fixed reservation). The rebooking fee applicable is indicated on the invoice. Please contact us for exact costs if you want us to process your rebookings after departure.

4. Terms of cancellation

4.1. General terms: in the event of a cancellation before departure, a processing fee of at least CHF 80 per person and service is charged; however, airlines, transport companies, and other third-party service providers or operators will also claim administrative and cancellation fees (exact costs on request) which will be invoiced to you directly or forwarded by us. All cancellation costs and fees must be paid within 8 days.

4.2. Package holidays: the cancellation fees for package holidays are stated on the travel brochure valid at the time of booking i.e. on the price list or booking confirmation/invoice and may vary considerably.

4.2.1. Premature repatriation/termination: should you have to terminate your journey prematurely for whatever reasons or if you want to change services during the journey, you cannot claim a reimbursement. In emergency cases (sickness or accident, severe illness or death of relatives, etc.), our tour guide or local representative will gladly assist you with the organisation of your return travel or the implementation of changes to your travel. Please also consider the support and conditions of your travel insurance in this context. In the case of premature termination of a journey or change of travel services, you are liable for the (additional) costs.

4.2.2. Changes of programme, cancellation or premature termination of travel: not least in your own interest, we reserve the right to change individual agreed-upon services or travel itineraries before or during the travel, should unforeseen circumstances require such action. In rare cases it may be necessary to cancel a trip or terminate it prematurely. Circumstances of this kind are, among others, strikes, official measures, force majeure (e.g. natural disasters, epidemics, civil unrest, acts of war), or other circumstances which make the journey impossible, substantially more difficult or represent a considerable danger for participants. Should these changes be made before departure, we reserve the right to charge you potential additional costs. Should these changes occur during the journey, your rights are stated in section 9.

4.2.3 Minimum number of participants: the trips we offer are based on a minimum number of participants. Should this number not be reached for your journey, we have the right to cancel the journey until at the latest 3 weeks before departure. If the tender contains a small-group surcharge, Globetrotter may execute the journey as a small-group tour (see section 6). In the case of cancellation of the trip, all payments you have already effected will be fully reimbursed. Ulterior claims for compensation are excluded.

4.3. Scheduled flights: at least CHF 400 per person. The applicable cancellation fees for the respective booking are stated on the invoice. Non-appearance at the airport may incur cancellation charges of up to 100%. The service fee will not be refunded in the case of a cancellation.

4.4. Charter flights: the cancellation charges vary depending on the services booked and the provider. The cancellation fees applicable to each booking are indicated on the invoice.

4.5. On-site services: campers, rental cars, hotels, etc. The cancellation fees vary depending on the services booked and the provider. The cancellation fees applicable to each booking are indicated on the invoice.

4.6. Reimbursement for air tickets: as a rule, no refunds can be issued for flight legs which were not used. If tickets have not been used at all and are returned within the validity period, a refund may be possible. However, this can be a lengthy process and may take several months. In such cases, the refund charges deducted by airlines and service providers may be very high, so please ask us for exact prices.

5. Air tickets

5.1. Validity: air tickets are generally only valid for flights with the corresponding airlines. Transfers to other airlines, as well as reroutings, or additional stopovers are no longer possible once travel has commenced. Air tickets must be used in full and in the order in which they are booked. The non-use of individual routes may lead to a loss of trans-

port rights on all booked flights, or to a recalculation of the ticket price by the airline. This may be higher than the price of the originally booked air tickets.

5.2 Period of validity: As a rule, tickets for scheduled flights become valid from the first flight date. The exact period of validity is indicated on the invoice.

5.3 Return flight/flight connections/current flight departure times: on account of possible short-notice changes to flight schedules, we recommend that current flight departure times are checked at www.globetrotter.ch/mytrip or directly with the airline, at the latest 72 hours before every flight, and that a web check-in is completed (24 to 48 hours prior to departure, depending on the airline). Missed flights may lead to the loss of entitlement to transportation; the clients will be liable for any additional costs incurred.

6. Small groups

For the execution of a trip, the indicated minimum number of participants is required. Should the travel be conducted with fewer participants, a surcharge for small groups covering the cost price may be levied.

7. Insurances

We strongly recommend that all travellers take out an insurance policy against cancellation costs. We shall be pleased to assist you in taking out insurance policies according to your needs. Should you not take out insurance via us, you therewith confirm that you have a sufficient private insurance coverage. Please make sure that you are sufficiently insured for accidents and sickness abroad.

8. Passport, visa, vaccinations, etc.

You alone are responsible for complying with the applicable regulations regarding passports, visas, customs, foreign currency exchange, and health. For the travel documents to be issued correctly, please state your first and last name etc. in the booking as indicated in your passport. If the names on the travel documents do not correspond with the ones in the passport, you may be confronted with refusal of entry and forced repatriation and are liable for the costs incurred. If travel documents (visa, air tickets, etc.) have to be issued again because the data on the application does not correspond with the passport, you are liable for the costs.

8.1 Travel documents: you are solely responsible for the completeness and required validity of your travel documents such as your passport, ID, etc.

8.1.1 Delivery of travel documents: passengers will be sent their air tickets and other travel documents by post or email, approximately one week before departure and after receipt of payment.

8.2 Obtaining visas: you are responsible for obtaining the required visas. We will send you the necessary documents with our travel confirmation. Our Visa Service is happy to help you with the organisation of the necessary entry documents if required. For this service, a fee is charged per visa (in addition to the visa fees incurred). Globetrotter, in accordance with Art. 15 Par. 1 let. c, assumes no liability:

- for visas which are wrongly issued or granted too late
- for the damage/loss/delayed delivery of the documents by third-party companies (e.g. embassies, postal and courier services) and the ensuing consequences and costs, as such events can neither be foreseen nor prevented by Globetrotter Travel Service AG. In the event of loss or damage of the documents by Globetrotter, Globetrotter Travel Service AG assumes liability only for the costs of replacing the documents and visa.

8.3 Health regulations and vaccinations: you are yourself responsible for complying with the individual vaccination requirements. We recommend you enquire about possible vaccination requirements etc. at your general practitioner or tropical doctor prior to booking your journey and at the latest 6 weeks prior to departure. For more information, please visit: www.safetravel.ch.

9. Liability

9.1 General: Globetrotter treats the issuing of tenders and the selection of the companies involved in your travel with utmost care and organises travels professionally.

9.2 Failure of service: Globetrotter issues refunds for the failure of agreed-upon services or extra costs incurred if the Swiss or local tour guide or service provider was not able to offer an equivalent compensation on site and if there is no fault attributable to you. Our liability is limited to a total of twice the travel price per person and includes direct damage only. International agreements remain reserved (section 9.4.1).

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9.3 Limitation of liability to twice the travel costs: for package holidays, the liability for damages other than personal injury (property damage, pure financial losses, etc.) is limited to twice the travel price per person. For services other than package holidays, the liability for all damages is limited to twice the travel price per person. Reduced limitations or exclusions of liability due to applicable international agreements or national laws remain reserved.

9.4 Limitation and exclusion of liability

9.4.1 International agreements, national laws:

If international agreements or applicable national laws contain limitations or exclusions of liability for damages due to non-fulfilment or insufficient fulfilment of contract, Globetrotter may refer to them and is only liable in the framework of these agreements or national laws. International agreements of this kind mainly exist for the transport sector (air, rail, and ship traffic). Ulterior limitations or exclusions of liability of these General Commercial Terms and Conditions remain reserved.

9.4.2 Exclusions of liability: Globetrotter is not liable if the non-fulfilment or insufficient fulfilment of contract is due to:

- failures on your part.
- unforeseeable or unpreventable failures of a third party which is not involved in the provision of the contractually agreed-upon services.
- force majeure or an incident which Globetrotter or a service provider could not foresee or prevent despite all due care. Globetrotter therefore is not liable for changes to the travel programme which are due to strikes, civil unrest, weather conditions, official measures, delays of third parties, etc.
- programme changes due to changes of flight schedule.

9.4.3 Local events: Globetrotter is not liable for activities or excursions booked at the destination, i.e. not included in the agreed-upon travel programme.

9.5 Lost holiday time, loss of enjoyment of holiday etc.:

Globetrotter is not liable for lost holiday time, loss of enjoyment of holiday, frustration experienced, etc.

9.6 Non-contractual liability: non-contractual liability is based upon the binding national laws and international agreements. Ulterior limitations or exclusions of liability of these General Commercial Terms and Conditions remain reserved.

10. Complaints

10.1. Complaints and demanding redress: should you have cause for complaint during your travel, you must immediately inform the tour guide, our local representative, or the service provider (e.g. hotel) concerned. This is a mandatory condition for later attempts to assert a claim and mostly allows for redress on-the-spot.

10.2. If no solution is found on-site: should no redress be possible on site, you have to ask for a written confirmation which contains your complaint and its content.

The tour guide, local representative, and service provider are not entitled to acknowledge any claims for compensation whatsoever.

10.3 After your return: should no satisfactory redress be possible on site, you must submit your complaint, as well as the confirmation which you obtained on site, in writing within 30 days of your return to Globetrotter or to your place of booking. Should these conditions not be adhered to, all claims expire.

11. Your obligation to cooperate

11.1 Personal requirements: travel to foreign countries requires that participants adapt to foreign customs and practices. Tour guides are entitled to exclude participants from the journey if they continually disturb the tour group or are not willing to adapt to the conventions of the respective country. Return travel costs etc. will be charged to the participant and the paid travel costs cannot be refunded.

11.2 Health requirements: for certain travels, a good state of health is required. Should a participant not meet this requirement, the tour guide is entitled to exclude the participant from the trip. Return travel costs etc. will be charged to the participant and the paid travel costs cannot be refunded.

12. Personality rights/copyright

In the event that images (either photos or videos) are produced during a Globetrotter Sportreisen trip, these may be used by Globetrotter for communicative purposes without request. The client relinquishes personality rights and/or copyright to the image to Globetrotter. Inappropriate use of the images is excluded.

13. Planning after your return

Even if travel is planned in the best possible way, it may happen that the return journey is delayed due to unfore-

seeable or unpreventable incidents. You should therefore not have any obligations for the day of return – or the day after your return, if travelling to other continents – which, if not met, could lead to severe consequences.

14. Safety of client funds

We are a member of the Guarantee Fund of the Swiss Travel Industry which is why we can guarantee the safety of the money you have paid in for your package holiday.

15. Ombudsman

Before initiating any legal action, we recommend that the customer seeks the help of the independent Ombudsman of the Swiss Travel Industry. The Ombudsman will endeavour to reach an impartial and fair settlement for any kind of dispute between the customer and us, or the travel agency at which the journey was booked.

The address is:

Ombudsman der Schweizer Reisebranche,
Postfach, 8038 Zürich, Mon–Fri 10 a.m. – 4 p.m.,
Tel. 044 485 45 35, Fax 044 485 45 30,
info@ombudsmantouristik.ch.

16 Data Privacy

16.1 Your data: Globetrotter needs various pieces of data from you and your party members (such as forename and surname, date of birth, address, phone number, etc.) for the correct processing of the contract. Globetrotter is subject to the Swiss Data Protection Act. Globetrotter is required to keep your data secure and store it in Switzerland.

16.2 Transfer to service providers and authorities:

Globetrotter will only forward your data where this data is required for processing the contract with the service providers. They may be located abroad, where data protection may not meet Swiss standards. Both Globetrotter and the service providers may be required by statutory regulations or official order to disclose data from you to (foreign) authorities. This particularly, but not exclusively, concerns flights to the USA (Advance Passenger Information System [APIS] or TSA Secure Flight Program) or holiday home landlords and hoteliers.

16.3 Particularly sensitive personal data: Depending on the service booked, it may be that Globetrotter has to collect particularly sensitive personal data. This means that conclusions may be drawn about the person's religious affiliation based on their dietary requirements. Such data is generally forwarded to the service provider in order to correctly fulfil the contract or may under certain circumstances be disclosed to government agencies because of statutory requirements or official orders. By giving such details to Globetrotter, you expressly authorise Globetrotter to use this information under this provision.

16.4 Information on our services/programmes: If you have registered for the newsletter, Globetrotter will take the opportunity to inform you about Globetrotter programmes and travel in the future. You have the option to unsubscribe from this service at any time.

16.5 Asserting rights: Globetrotter reserves the right to disclose your data to authorities and third parties for the assertion of the legitimate interests of Globetrotter. The same applies on suspicion of a criminal offence.

16.6 Questions on data privacy: If you have any questions on data privacy, would like to view the data we have stored on you or would like to unsubscribe from our information service, please contact your Globetrotter branch or send an email to: datenschutz@globetrotter.ch.

17. Applicable law and jurisdiction

The contractual relationship between the customer and Globetrotter Travel Service AG is governed exclusively by Swiss law. Any legal action against Globetrotter may only be filed in Berne, legal domicile of the company.

July 2018